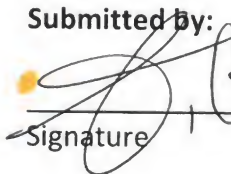


**Town of Paradise
Alternative Program Debris Removal
Bid Form**

Service	Bid Amount
Site 1 – Public Works Shop, 933 American Way (1,600 SF)	35,000-
Site 2 – Fire Station #3, 1249 Wagstaff Road (3,230 SF)	15,000-
Site 3 – RDA Building, 5456 Black Olive Drive (3,750 SF)	120,000-
Site 4 – Quonset Hut, 5656 Sierra Park Drive (1,120 SF)	25,000-
Site 5 – Residence, 5733 Pentz Road (2,189)	55,000-
TOTAL	\$300,000-

*The Town reserves the right to delete any portions of the scope of work listed above from the contract. A complete Alternative Program Plan will be required for each site. Details are listed in the proposed contract in this Bid Package.

Submitted by:

 George A. Santos President
Signature

March 5, 2019
Date

Business Name/Address/Phone Number:

Business Name: Santos Excavating Inc.
Address: P.O. Box 146, Chico, CA 95927
Telephone Number: 530.894.2274

Bidder's Bond

Alternative Program Debris Removal

Contract No. 19-05

We, Santos Excavating, Inc. _____, as Principal, and North American Specialty Insurance Company _____, as Surety, are bound unto the Town of Paradise, Department of Public Works, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the project work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for Alternative Program Debris Removal for which bids are to be opened at Town of Paradise, 5555 Skyway, Paradise, California, on March 5, 2019

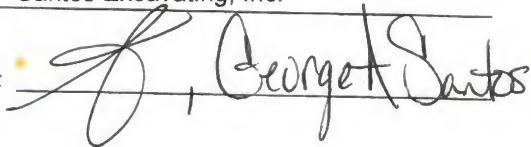
NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Bids, and Contract for this project work, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: February 28, 2019

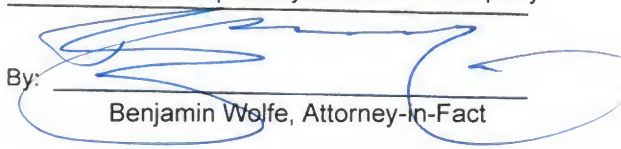
Santos Excavating, Inc.

By:



North American Specialty Insurance Company

By:


Benjamin Wolfe, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

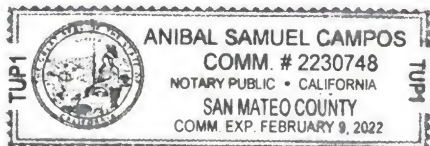
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Contra Costa)
 On FEB 28 2019 before me, Anibal Samuel Campos, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Benjamin Wolfe
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

STEVEN N. PASSERINE, BENJAMIN WOLFE, KATHLEEN EARLE, ANIBAL SAMUEL CAMPOS, and DOREEN GREEN

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 9TH day of FEBRUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

SS:

On this 9TH day of FEBRUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of February 2019.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company

ADDENDUM NO. 1

**Alternative Program Debris Removal
Contract 19-04**

February 20, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 page.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Has the Town completed required asbestos site surveys for any of the project locations?

ANSWER 1: No. Completion of the asbestos site surveys shall be the responsibility of the contractor. The contractor shall prepare their bid assuming there is no asbestos on these sites. In the event asbestos is discovered, the Town shall issue a Contract Change Order to account for the additional expenses to remediate.

=====

BIDDER:

Santos Excavating Inc.
NAME
PO Box 146
ADDRESS.1
Chico CA 95927
ADDRESS.2
March 5, 2019
SIGNATURE DATE

PREPARED BY:

[Signature] 2/20/2019
TOWN OF PARADISE DATE

END OF ADDENDUM

ADDENDUM NO. 2

Alternative Program Debris Removal Contract 19-05

February 27, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 1 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 3 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Is there a planned job walk for the project?

ANSWER 1: No, however, contractors are allowed to inspect worksites during normal business hours.

QUESTION 2: Is there a bid, payment and performance bonds required for the project?

ANSWER 2: Yes, please see below and attached to this addendum.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Bidder's Bond:

Each bid must be accompanied by cash, cashier's check, certified check, or a bidder's bond executed by an admitted surety insurer made payable to the Town of Paradise for an amount equal to at least ten percent (10%) of the total bid amount, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract.

2. Payment and Performance Bond:

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

Sureties on each of said bonds shall be satisfactory to the Town Attorney.

BIDDER:

Santos Excavating Inc.
NAME
PO Box 146
ADDRESS 1
Chico CA 95927
ADDRESS 2
[Signature] March 5, 2019
SIGNATURE DATE

PREPARED BY:

TOWN OF PARADISE

DATE

END OF ADDENDUM (PLUS ATTACHMENTS)

ADDENDUM NO. 3

Alternative Program Debris Removal Contract 19-04

February 28, 2019

OWNER:

Town of Paradise
5555 Skyway
Paradise, CA 95969
(530) 872-6291
(530) 877-5059 (fax)

GENERAL:

Scope:

1. The purpose of this Addendum No. 3 is to notify Bidders of clarifications to the Contract Documents for the above project. This Addendum shall be attached to and become a part of said Contract Documents.
2. This Addendum consists of 1 pages.

Acknowledgment:

1. This Addendum shall be signed by the bidder, dated and submitted with the proposal for the project.

CLARIFICATION IS PROVIDED AS FOLLOWS:

QUESTION 1: Is there an Engineer's Estimate for the subject project?

ANSWER 1: Yes, \$300,000.

MODIFICATION TO THE PROJECT SPECIFICATIONS ARE AS FOLLOWS:

1. Schedule:

Following execution of contracts (typically 2 weeks from the date of award), the Town of Paradise shall issue a Notice to Proceed. From the date of the Notice to Proceed, the Contractor shall submit Alternative Program Application and Work Plans with Butte County Environmental Health within five business days for all properties. Following approval to proceed with the Work Plan for the County, the Contractor shall commence work on the subject projects in the following priority and timelines:

Priority	Address	Maximum Days from County Approval
1	933 American Way	10
2	1249 Wagstaff Road	20
3	5456 Black Olive Drive	25
4	5656 Sierra Park Drive	28
5	5733 Pentz Road	31

2. Time

This work, subject to contract changes, shall be diligently prosecuted to completion before the expiration of 40 working days after the date issued in the Notice to Proceed. Days between Work Plan submittal and Approval by the County shall not count as working days.

3. Liquidated Damages:

The Contractor shall pay to the Town of Paradise the sum of one thousand dollars (\$1,000) per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance.

BIDDER:

Santos Excavating Inc.
NAME
PO Box 146
ADDRESS 1
Chico, CA 95927
ADDRESS 2
[Signature] 3/5/2019
SIGNATURE DATE

PREPARED BY:

[Signature] 2/28/19
TOWN OF PARADISE DATE

END OF ADDENDUM